

## CIVIL AVIATION MISSION

*Exchange of notes at Quito October 24 and 27, 1947, with statement of conditions*

*Entered into force October 27, 1947*

*Amended by agreement of June 30 and October 13, 1949<sup>1</sup>*

61 Stat. 4013; Treaties and Other  
International Acts Series 1774

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Quito, October 24, 1947*

No. 372

### EXCELLENCY:

I have the honor to refer to my conversation with Your Excellency, yesterday, at which time I presented to you certain members of the Mission sent from the United States as part of the program of the Interdepartmental Committee of Scientific and Cultural Cooperation, which is at present in Quito, primarily for the purpose of arranging for the exchange of civil aviation technicians between our respective countries. Your Excellency was so kind as to authorize me and the Mission above referred to, to enter into preliminary conversations directly with the Minister of National Defense in order to arrive at a prompt understanding as to what is needed by Ecuador for the development of civil aviation in this country and the extent to which Ecuador would be able to participate in financing such a program.

Your Excellency will remember that the Ecuadoran Ambassador in Washington transmitted a note dated April 8, 1947 to the Department of State, indicating that Ecuador desires the services of one or more civil aviation technical experts. It was desired that these technicians should come to Ecuador for certain specific purposes to be defined by the Ecuadoran Direction of Civil Aviation.

I informed the Minister of National Defense this morning that the United States is now prepared to send such technical experts to Ecuador as may be requested by this country, and that the terms and conditions under which

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<sup>1</sup> *Post*, p. 460.

this service may be provided have been set out in a memorandum containing fourteen points, which is attached to this note. The Minister has been informed of these general principles and has indicated that they are acceptable. He also has indicated that it will be possible for Ecuador to participate to the extent of partially reimbursing the United States at the rate of \$2,000 per year per expert, for its expenses in connection with this Mission, funds which will be provided and paid in accordance with the principles already mentioned. (See point no. 7 in the attached memorandum).

Your Excellency is informed further that for budgetary reasons it is necessary to have a general commitment of the Republic of Ecuador to this program, in order to obligate funds which are now available in the United States for the purpose of sending the individuals desired by the Republic of Ecuador. Unless the obligation of these funds is made at an early date, they may revert to the Treasury and become unavailable for this purpose. In view of the situation just described, it would be greatly appreciated if Your Excellency should provide me with a note accepting the general terms set out, it being understood that the details as to the number of technicians desired, their qualifications, the time of their arrival, etc., are to be decided upon later. It is hoped that Your Excellency may find it possible to let me have the reply of your Government by Monday, so that a copy of the note may be taken directly to Washington by the Mission, which is departing from Quito on Tuesday, October 28.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

JOHN F. SIMMONS

His Excellency

Doctor JOSÉ VICENTE TRUJILLO,  
*Minister for Foreign Affairs,*  
*Quito.*

Enclosure No. 1 of 3 pages:  
Statement of Conditions

STATEMENT OF CONDITIONS  
TECHNICAL ASSISTANCE MISSION TO ECUADOR

Subject to the availability of suitable technicians and appropriated funds for the purpose and in accordance with the following conditions, the Government of the United States of America agrees to make available to the Government of Ecuador the services of technicians in the field of civil aviation as requested by the Government of Ecuador:

1. The assignment of each technician shall be of indefinite duration, subject to joint periodic review.

2. The Government of the United States of America agrees to give the fullest consideration to any requests of the Government of Ecuador for an increase or decrease in the number of technicians originally furnished, or for the assignment of technicians in different fields of civil aviation.

3. The Government of the United States of America shall designate a Chief of Mission authorized to deal with the Government of Ecuador. Mission members shall be responsible to the Chief of Mission. All members shall serve as advisers to the Government of Ecuador in their respective fields but may volunteer opinions on related civil aviation matters when deemed advisable.

4. Mission members, during the period the Mission is in operation and thereafter, undertake not to divulge or reveal in any form to any third Government or person confidential or secret matters of which they may become cognizant in the exercise of their duties.

5. Compensation of Mission members shall not be subject to any tax now or hereafter in effect of the Government of Ecuador or any of its political or administrative subdivisions. Should there, however, at present or while this agreement is in effect, be any taxes that might affect this compensation, such taxes shall be paid by the Government of Ecuador, in order to comply with the provisions of this paragraph.

6. The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Ecuador, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Ecuador.

7. The Government of Ecuador shall reimburse the Government of the United States of America toward the expenses incurred in connection with the assignment of each technician at the completion of each six-month period of each assignment. However, for accounting and procedural reasons, it will not be necessary for the Government of Ecuador to make any payments to the Government of the United States of America until such time as the Government of Ecuador shall have received a statement of its obligations in this connection.

8. The Government of Ecuador shall provide for entry free of customs duties for supplies, materials and effects for the professional and personal use of the technicians.

9. The Government of Ecuador shall provide the technicians with means of transportation within Ecuador, outside of the headquarters location, incurred in the conduct of their duties and pay the cost thereof, as well as the cost of acquisition of material, equipment and facilities necessary to the conduct of the Mission.

10. The Government of Ecuador shall provide technicians with suitably-equipped offices and adequate bilingual stenographic personnel and other employees, and bear the cost thereof.

11. The Government of Ecuador shall grant to authorized members of the Mission, approval to make flights in Ecuador in aircraft of United States or Ecuadoran registry as deemed necessary in the performance of the Mission.

12. The Government of Ecuador shall permit the transportation of the body of any technician detailed under these conditions who may die in Ecuador, to a place of burial in the United States of America selected by the surviving members of the family or their legal representatives.

13. The Government of Ecuador shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

14. The above conditions may be modified in whole or in part by an exchange of notes between the Government of the United States of America and the Government of Ecuador.

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF ECUADOR  
MINISTRY OF FOREIGN AFFAIRS  
DIPLOMATIC DEPARTMENT

No. 241-DDP

QUITO, October 27, 1947

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's courteous note No. 372 of October 24 instant, in which you are good enough to inform me concerning the conversations with the Minister of National Defense, in which Your Excellency and the Members of the Mission sent by the United States as part of the program of the Interdepartmental Committee on Scientific and Cultural Cooperation took part, for the prime purpose of entering into arrangements for the interchange of civil aviation technicians between our respective countries for the development of civil aviation in Ecuador, and the extent to which my Government would be disposed to participate in financing such a program. With reference to these conversations and the desires expressed to the Department of State by the Ecuadoran Embassy in Washington on April 8 last, regarding the sending of one or more expert technicians in civil aviation to this country, Your Excellency sends me a Memorandum containing 14 points, which the Ministry of National Defense has found to be acceptable, and on which the Government of Ecuador is asked to express its opinion as soon as possible. Furthermore, Your Excellency points out the special urgency with which it is necessary to reach a general agreement on this program, since otherwise it might not be possible to count on the funds at present available in the United States for this purpose.

2. In reply I am pleased to inform Your Excellency, after consultation with the competent authorities, that my Government accepts the general terms contained in the Memorandum enclosed with the communication of the 24th of this month, to which I have the honor to reply; and my Government approves and confirms the terms of the note with reference to the conversations between Your Excellency and the Members of the Mission and the Minister of National Defense. My Government understands, consequently, that by virtue of this reply, the aforesaid Memorandum constitutes the common basis, accepted and agreed upon with the Government of the United States of America, according to which there will be determined later, by mutual agreement, the details relative to the number of technicians, their specialties, the time of their arrival in the country, and other particulars which may be considered necessary, as indicated by Your Excellency in the same communication.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Minister, the Under Secretary:

E. S. y A.

[Eduardo Samaniego y Alvarez]

His Excellency

JOHN F. SIMMONS,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*